

STATE MS.-DESO TO CO.

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This instrument was prepared by:
 Allen C. Dunstan
 ARMSTRONG ALLEN, PLLC
 6060 Poplar Avenue, Suite 140
 Memphis, Tennessee 38119

901-866-9327

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AGREEMENT

WHEREAS, Stacia C. Bayzie and Randall G. LaPlante Jr. (hereinafter the "Purchasers") have purchased as tenants-in-common certain real estate located at 8423 Belmor Lakes, Olive Branch, Mississippi (the "Property") and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. The parties acknowledge that they are each fifty percent (50%) tenants-in-common, with no survivorship rights being granted to the other party. The parties wish to set forth their agreement as to the use and terms of the tenancy-in-common for the Property.
2. In the event of the death of either of the parties, the survivor may continue to use the Property until his or her death, subject to this Agreement. Each party may devise his or her interest by Will. The survivor shall have exclusive use of the Property during such period.
3. The survivor must purchase the remaining fifty percent (50%) interest in the Property from the heirs in the event of his or her marriage or cohabitation for a period of thirty (30) days or more in any calendar year with a member of the opposite sex. The Purchase Price shall be one-half (1/2) of the current fair market value as determined by appraisal. Each party shall pay one-half (1/2) of the cost of appraisal.
4. Neither party may sell or transfer their fifty percent (50%) tenant-in-common interest (or any fraction thereof) in the Property, except to a lineal descendant of such party, unless such interest is first offered to the other party on the same terms and conditions.
5. This Agreement may be modified or amended only in writing and signed by both parties. This Agreement shall automatically terminate upon the sale of one hundred percent (100%) of the interest in the Property or upon one party acquiring one hundred percent (100%) interest in the Property.

6. During the term of this Agreement, each party agrees to share all household expenses including, but not limited to, principal and interest payments on any mortgage secured by the Property, property and casualty insurance, property taxes and repairs and maintenance, equally.

7. The parties agree to record this document in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to evidence the binding effect of this Agreement.

8. This Agreement shall be binding upon the heirs, successors and assigns of each party.

Dated: December 19, 2003

By: Stacia C. Bayzie
Stacia C. Bayzie

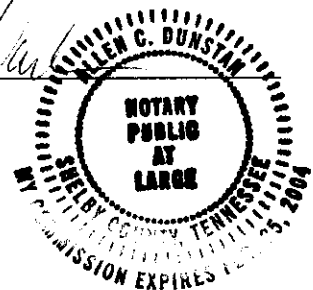
By: Randall G. LaPlante, Jr.
Randall G. LaPlante, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, STACIA C. BAYZIE and RANDALL G. LAPLANTE, JR., the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained as their free act and deed.

WITNESS my hand at office this 19 day of December, 2003.

Allen C. Dunstan
Notary Public



My commission expires: _____

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EXHIBIT "A"

Lot 61, Section A, Belmor Lakes Subdivision, as situated in Section 16, Township 2 South, Range 6 West, as shown on plat of record in Plat Book 72, page 28, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.